

COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MEMORANDUM OF UNDERSTANDING FOR
FIRE PROTECTION AND EMS SERVICE

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) for fire protection and EMS service within the Presumptive City Limits, Phase II Annexation (Phase II). This Agreement is effective as of the date of the last signature.

Recitals

1. The City, the County entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. The Settlement Agreement provides that the "County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation;" *Settlement Agreement*, 2(r).
3. The Settlement Agreement does not "preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force." *Settlement Agreement*, 2(s).
4. The Settlement Agreement also provides that "Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties." *Settlement Agreement*, 2(v).
5. NMSA 1978, § 5-1-1 permits a municipality or county to contract with other political subdivisions or for the operation of its ambulance service.
6. NMSA 1978, §§ 3-18-6 and 3-18-11 permit a municipality to establish fire zones and adopt regulations for the prevention of fire.

Agreement

1. The County agrees to the following:
 - A. Maintain the current level of fire and EMS service in Phase II of Annexation, areas 2 and 4 for a period of five (5) years following annexation Phase II.

B. Maintain Agua Fria Fire Station 1 as the primary response hub for County Fire career and volunteer response and activities during the transition period.

The County will provide the opportunity to the City to jointly or fully occupy the Agua Fria Fire Station as the City expands its fire and emergency medical services pursuant to this Agreement, so long as a mutual aid agreement provides for fire and emergency medical services in the area now served by that Station. The mutual aid agreement shall provide for disposition of the Agua Fria Station by donation, lease or sale, to the extent permissible by law. Notwithstanding the previous sentences, the City and County agree to work collaboratively and jointly to provide adequate fire facilities for both the incorporated and unincorporated territory to ensure that fire and emergency medical services are adequate, which will be memorialized in a separate mutual aid agreement to be approved by both the County and the City.

C. Continue to perform under the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.

D. Have the ability to decrease daily staffing at Agua Fria Station 1 during the transition period as the City incorporates new fire department resources into the area provided that the decrease does not diminish the current level of service.

E. Retain the option to relocate all County career staff following the transition period.

F. Maintain the current level of fire and EMS service in Phase III until such time as the annexation of Phase III is complete.

G. Continue to provide fire and EMS service in Area 1 North of Alameda even after annexation through implementation of a mutual aid agreement.

2. The City Agrees to:

A. Assume Fire Protection service in Phase II of Annexation Areas 5 and 7.

B. Maintain the current level of fire and EMS service in Area 18 for five (5) years following annexation Phase II.

C. Provide plan and development review, fire code enforcement, and fire investigation services in all areas of Phase II and Phase III of Annexation for the 5 years following phase II of annexation.

D. Work cooperatively with the County to integrate new City fire department resources into the area.

E. Share training resources as requested and available and participate in joint fire department trainings with Santa Fe County during the transition period.

F. Continue to abide by the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.

3. Appropriations

This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

4. Amendment

The parties may amend this Agreement by mutual written agreement.

5. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

6. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for equally by the parties.

7. Scope of the Agreement

This Agreement supersedes all of the agreements and understandings between the parties concerning law enforcement services following Phase II of Annexation.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

9. Liability.

Each party to this Agreement shall be solely liable for the defense and satisfaction of any claim, including costs and attorney's fees, against that party's officer, government, or employees and agents that arises from conduct of the officer when acting pursuant to this Agreement.

10. Insurance.

Each party agrees to provide law enforcement liability insurance (or a policy of self-insurance) with policy limits adequate to protect the party from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the an officer employed by the party, the party, and its employees, officials, and agents in connection with the law enforcement activities that are the subject of this Agreement, or in connection with the performance or failure to perform under the terms and conditions of this Agreement. Neither party will be obligated to insure the other party or to provide a defense or indemnity in the event of a claim, suit or demand related in any way to the activities specified in this Agreement.

11. Signatures.

This Agreement shall be effective as of the date of the final signature.

For the City:

David Coss
David Coss, Mayor
City of Santa Fe

6/10/13
Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *ccm 58-13*

6-10-13
Date

Approved as to Form:
Geno Zamora
Geno Zamora, City Attorney

6/6/13
Date

Marcos Tapia
Marcos Tapia, Finance Director

6/7/13
Date

For the County:

Kathy Holian
Kathy Holian, Chair, Board of Santa Fe
County Commissioners

5-20-13
Date

Approved as to Form:

Stephen C. Ross
Stephen C. Ross, Santa Fe County Attorney

5-14-13
Date

Attest:

Geraldine Salazar *ly VT*
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

Teresa Martinez
Teresa Martinez, County Finance Director

5/19/13
Date